

02-22-1999

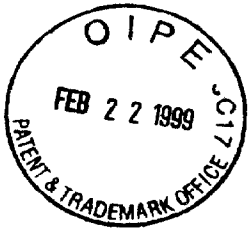


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UNITED STATES PATENT AND TRADEMARK OFFICE

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY



MPO
02-22-99

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original document or copy thereof.

1. Name and address of conveying party(ies):

Malden Mills Industries, Inc.
46 Stafford Street
P.O. Box 809
Lawrence, MA 01840-1609

A Massachusetts corporation.

2. Name and address of receiving party(ies):

BankBoston, N.A., as Collateral Agent
100 Federal Street
Boston, MA 021110

A national banking association.

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes

(Designation must be a separate document from Assignment)

3. Nature of conveyance: Amendment No. 2 to Trademark Collateral Security and Pledge Agreement.

Execution date: February 12, 1999

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01 FC:481
02 FC:482

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4. Application number(s) or registration number(s):

A. Trademark application number(s)

[See Attached Schedule A]

B. Trademark registration number(s)

[See Attached Schedule B]

5. Name and address of party to whom correspondence concerning document should be mailed:

Deidre E. Corkery
Bingham Dana LLP
150 Federal Street
Boston, Massachusetts 02110

6. Total number of applications and registrations involved: 3

7. Total fee enclosed: \$90.00

8. Deposit account number: Not applicable

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.


Deidre E. Corkery

Date: 2/16/99

Total number of pages submitted (including cover sheet and any attached Schedules, and conveyance document and any attached Schedules): 9

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Trademark Application Number(s)
(Continuation of Item 4A)

<u>Mark</u>	<u>Application Serial Number</u>	<u>Application Filing Date</u>
Super 200	75/544,934	August 28, 1998

[List in Ascending Numerical Order (Chronologically)]

Trademark Registration Number(s)
(Continuation of Item 4B)

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Malden Mills' Logo	2,214,596	December 29, 1999
Polar Babies & Design	2,206,228	November 24, 1999

[List in Ascending Numerical Order (Chronologically)]

**AMENDMENT NO.2 TO
SUPPLEMENTAL TRADEMARK
COLLATERAL SECURITY AND PLEDGE AGREEMENT**

Malden Mills Industries, Inc.

This **AMENDMENT** (the "Amendment") dated as of February 12, 1999 is made by and between **MALDEN MILLS INDUSTRIES, INC.**, (the "Assignor"), and **BANKBOSTON, N.A.** (formerly known as The First National Bank of Boston), as collateral agent (hereinafter, in such capacity, the "Collateral Agent") for itself and other financial institutions (hereinafter, collectively, the "Secured Parties"), all parties to (i) that certain Trademark Collateral Security and Pledge Agreement (the "Trademark Security Agreement"), dated as of August 30, 1996, by and between the parties hereto and (ii) that certain Supplemental Trademark Collateral Security and Pledge Agreement (the "Supplemental Trademark Security Agreement"), dated as of August 14, 1998, by and between the parties hereto. All capitalized terms used herein and not otherwise defined shall have the same respective meaning herein as in the Security Agreement, the Trademark Security Agreement and the Supplemental Trademark Security Agreement.

RECITALS

WHEREAS, the Assignor and the Collateral Agent entered into the Trademark Security Agreement pursuant to which the Assignor granted to the Collateral Agent, for the benefit of the Secured Parties and the Collateral Agent, a security interest in and lien on all of the Assignor's Trademarks, as such term is defined in the Trademark Security Agreement;

WHEREAS, the Assignor and the Collateral Agent entered into the Supplemental Trademark Security Agreement pursuant to which the Assignor granted to the Collateral Agent, for the benefit of the Secured Parties and the Collateral Agent, a security interest in and lien on all of the Assignor's Supplemental Trademarks, as such term is defined in the Supplemental Trademark Security Agreement;

WHEREAS, the Assignor has informed the Collateral Agent that the list of trademarks and trademark applications set forth on Schedule A to the Supplemental Trademark Security Agreement is incomplete and the Assignor wishes to include additional Trademarks and Trademark Applications on Schedule A (such Trademarks being referred to herein as the "Additional Trademarks");

WHEREAS, pursuant to and in fulfillment of the parties' obligations under the Security Agreement, the Trademark Security Agreement and the Supplemental Trademark Security Agreement, the Assignor wishes to execute and deliver this Amendment to further effect, evidence and memorialize the Assignor's grant to the Collateral Agent, for the benefit of the Secured Parties and the Collateral Agent, of a security interest in the Additional Trademarks, the Trademark rights associated with or related to the Additional Trademarks (the "Additional Trademark Rights"), the Trademark license rights associated with or related to the Additional Trademarks (the "Additional Trademark License Rights"), and the proceeds associated with or related to the Additional Trademarks (the "Additional Proceeds") (the Additional Trademarks, Additional Trademark Rights, Additional Trademark License Rights and Additional Proceeds are collectively referred to herein as the "Additional Trademark Collateral"), and the Assignor's collateral future assignment to the Collateral Agent of the Additional Trademark Collateral, all as contemplated by the Trademark Security Agreement and the Supplemental Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises set forth in the Security Agreement, the Trademark Security Agreement and the Supplemental Trademark Security Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Collateral Agent hereby agree as follows:

§1. AMENDMENT TO TRADEMARK SECURITY AGREEMENT. Schedule A to the Supplemental Trademark Security Agreement is hereby amended as follows:

(a) by inserting after the Trademark ELEMENT CONTROL the Additional Trademarks:

"Malden Mills' Logo	2,214,596	December 29, 1998
Polar Babies & Design	2,206,228	November 24, 1998"; and

(b) by inserting after the Trademark application POLAR TOUCH the Additional Trademark application:

"SUPER 200	75/544,934	August 28, 1998".
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§2. REPRESENTATIONS AND WARRANTIES. The Assignor hereby represents and warrants to the Collateral Agent as follows:

§2.1. Schedule A to the Supplemental Trademark Security Agreement (the "Supplemental Schedule A"), is hereby amended and supplemented by the Additional Trademarks. The Assignor represents and warrants that, together, the Schedule A to the Trademark Security Agreement, the Supplemental Schedule A and the Additional Trademarks constitute a true and complete list of all United States Trademarks, all Licensed Trademarks, the owners thereof, and the license or other agreements pursuant to which the Assignor has the right to utilize the Licensed Trademarks.


§2.2. All representations and warranties of the Assignor as set forth in Section 3 of the Trademark Security Agreement and the Supplemental Trademark Security Agreement, are true and correct in all material respects on and as of the date hereof. All such representations and warranties are hereby ratified, affirmed and incorporated herein by reference, and such representations and warranties are applicable to the Trademarks, the Supplemental Trademarks and the Additional Trademark Collateral with the same force and effect as though set forth herein in their entirety.

§2.3. All rights, interests, duties, obligations, liabilities, covenants, agreements and remedies of each of the Assignor and the Collateral Agent with respect to each other and/or the Trademarks (including without limitation the Supplemental Trademarks and the Additional Trademark Collateral) or any portion thereof, as set forth in the Trademark Security Agreement, the Supplemental Trademark Security Agreement and the Security Agreement, are hereby ratified, confirmed, adopted, approved and incorporated herein by reference; and such rights, duties, obligations, liabilities, covenants, agreements and remedies are applicable to the parties and the Trademarks (including without limitation the Supplemental Trademarks and the Additional Trademark Collateral) with the same force and effect as though set forth herein in their entirety.


§3. OTHER TERMS AND CONDITIONS OF THE TRADEMARK SECURITY AGREEMENT. This Agreement incorporates by reference all other terms and conditions contained in the Trademark Security Agreement and the Supplemental Trademark Security Agreement and to the extent that such terms and conditions are not inconsistent with the provisions set forth in this Agreement, with the same force and effect as though set forth herein in their entirety.

IN WITNESS WHEREOF, the Assignor and the Collateral Agent, each by its own duly authorized officer, have duly executed this Agreement, as an instrument under seal, as of the date first set forth above.

MALDEN MILLS INDUSTRIES, INC.

By: 
Title: TREASURER

BANKBOSTON, N.A. as Collateral Agent

By: 
Title: _____

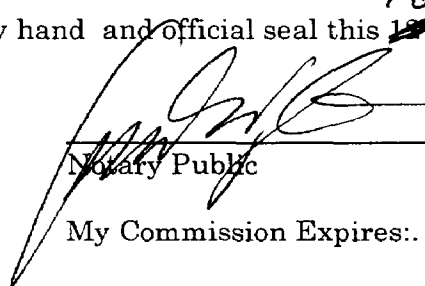
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CERTIFICATE OF ACKNOWLEDGMENT

Commonwealth of Massachusetts)
County of SUFFOLK) ss.
)

Personally appeared before me, the undersigned, a Notary Public in and for said county, WESLEY F. RYDIN, personally known to me, who, being by me first duly sworn, declared that he/~~she~~ is the TREASURER of Malden Mills Industries, Inc., that being duly authorized he/~~she~~ did sign and seal said instrument as such officer of and on behalf of such corporation, and that the same is such corporation's free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 16th day of February, 1999.



Notary Public
My Commission Expires: 10/13/00